Lorain Steel Co. v. *Norfolk & Bristol Street Ry. Co.*, 187 Mass. 500, 73 N. E. 646; *Riley* v. *Dillon*, 148 Ala. 283, 41 So. 768. At the present time Factors' Acts, Recording Statutes, or judicial legislation operate to give a *bonâ fide* subvendee an absolute title if the conditional sale is not recorded. *Lee* v. *Butler*, (1893) 2 Q. B. 318; *Gartrell* v. *Clay*, 81 Ga. 327, 7 S. E. 161; *Lincoln* v. *Quynn*, 68 Md. 299. In these jurisdictions if the conditional sale is recorded, and if there is a tortious resale, the vendor's right of action, as at common law, comes into being the instant the vendee assumes to treat the property as his own.

VENDOR AND PURCHASER — RIGHTS AND LIABILITIES — FORFEITURE OF PAYMENTS — DEFECTIVE NOTICE OF INTENT TO FORFEIT. — A statute allowed a vendor of land to take advantage of a provision in a contract providing for a forfeiture of all money paid, on default of the vendee. A notice to the vendee indicating an intent to forfeit the contract in thirty days was required. Though the parties had agreed on the land to be sold, the contract misdescribed the location of the land, and the notice to forfeit after the default of the vendee contained the same mistake. *Held*, that the notice is ineffectual to forfeit the payments. *Liewen* v. *Blau*, 168 N. W. 811 (Ia.).

The vendee in a contract to purchase land on which part of the price has been paid is, by virtue of his equitable ownership, practically in the position of a mortgagor, the vendor holding the legal title as security only for the payment of the balance. See POMEROY, EQUITY, 3 ed., § 1260, note 3; 29 HARV. L. REV. 791. After a default by the vendee, a foreclosure, strict or by sale, is usually necessary to deprive the vendee of his equitable ownership. *Bruce* v. *Tilson*, 25 N. Y. 194; *Button* v. *Schroyer*, 5 Wis. 598. See 28 HARV. L. REV. 641. Where a power is given to the vendor to forfeit the equitable ownership, the situation resembles that of a mortgagee with a power of sale. In the exercise of a power of sale, a material misdescription in the notice is fatal. See 2 JONES, MORTGAGES, 6 ed., § 1840. Further, there will be no reformation of the defective exercise of the power. *Haly* v. *Bagley*, 37 Mo. 363. The principal case follows out the analogy to the mortgage, and is another indication that the vendee has a property interest as a consequence of his right to specific performance.

WAR — PRIZE COURT — NEUTRAL OR ENEMY CHARACTER — ORDER IN COUNCIL. — An Order in Council adopting Article 57 of the Declaration of London provided that "the neutral or enemy character of a vessel is determined by the flag which she is entitled to fly." A vessel, in fact, owned by the German government, but entitled to fly the Greek flag, was claimed by her registered owner, a Greek. *Held*, that the registered owner was not entitled to the vessel, the prize court not being bound by the Order in Council. *The Proton*, [1918] A. C. 578.

Prize courts ordinarily proceed in accordance with the principles of international law. *The Divina Pastora*, 4 Wheat. (U. S.) 52; *Mitchell* v. *Rodney*, 2 Bro. P. C. 423. See LAWRENCE, PRINCIPLES OF INTERNATIONAL LAW, 4 ed., 478; 7 MOORE, INTERNATIONAL LAW DIGEST, § 1229. But, where municipal law clearly conflicts with international law, prize courts are bound by municipal law. *The Amy Warwick*, 2 Sprague, 123; *Mortensen* v. *Peters*, 14 Scots. L. T. R. 227. See *The Queen* v. *Keyn*, [1876] 2 Ex. D. 63, 160; PICCIOTTO, RELATION OF INTERNATIONAL LAW TO THE LAW OF ENGLAND AND OF THE UNITED STATES, 48–58. According to international law the neutral or enemy character of a vessel is determined by an examination of all the relevant circumstances. *Rogers* v. *The Amado*, 20 Fed. Cas. No. 12005; *Batten* v. *The Queen*, 11 Moore P. C. 271. See WHEATON, INTERNATIONAL LAW, 8 ed., 425, note; LUSHINGTON, MANUAL OF NAVAL PRIZE LAW, 54; 7 MOORE, INTER-

NATIONAL LAW DIGEST, §§ 1237, 1238. By limiting such determination to the single circumstance of the flag she is entitled to fly, Article 57 of the Declaration of London, therefore, purported to change the law of nations; but the neutral and belligerent powers in the present war have not considered that declaration as binding. See "Diplomatic Correspondence between the United States and the Belligerent Governments" in SUP. TO 9 AMER. JOUR. OF INT. LAW, July, 1915, 1–8; Declaration of London Order in Council, No. 2, 1914, *Ibid.*, 14. However, the Order in Council adopting Article 57 itself purported to preclude the prize court from going behind the flag a vessel is entitled to fly to ascertain its actual ownership. But an Order in Council is executive not legislative in character and so, unlike an Act of Parliament, cannot change municipal law. *The Zamora*, [1916] 2 A. C. 77. See 3 PHILLIMORE, INTERNATIONAL LAW, 3 ed., 654. In holding the prize court not bound by the Order in Council and in adhering rather to international law, the decision in the principal case, therefore, seems sound.

WILLS — REVOCABILITY OF JOINT WILLS. — Husband and wife made a joint will. The property devised was certain land of the husband's, certain land of the wife's and ten acres in which each owned a moiety. All of the wife's interest was devised to the defendants, — the grandchildren; while all of the husband's interest, excepting a small fraction, was devised to the complainant and another daughter. The wife died and her devises were probated. The husband then conveyed his interest, contrary to the will, to the grandchildren by deed to take effect upon his death. On the death of the husband, complainant brings suit in the nature of specific performance to enforce the provisions in her favor. *Held*, equity will grant the relief. *Williams et al.* v. *Williams*, 96 S. E. 749 (Va.).

A joint will is revocable by either party as to that respective party's disposition. See SCHOULER, WILLS, 5 ed., 458 *a*. But equity will act to prevent the surviving testator of a joint or a mutual will from defeating the object of the will, providing there was a contractual relation and sufficient consideration between the cotestators. *Dufour* v. *Pareia*, 1 Dick. 419; *Edson* v. *Parsons*, 155 N. Y. 555, 50 N. E. 265; *Deseumeur* v. *Rondel*, 76 N. J. Eq. 394, 74 Atl. 703. See 28 HARV. L. REV. 248-50. Such prevention is, however, purely an equitable defense and does not affect the legal relationship. See *Sumner* v. *Crane*, 155 Mass. 483, 29 N. E. 1151; *Albery* v. *Sessions*, 2 Ohio N. P. 237; *Peoria Humane Society* v. *McMurtrie*, 229 Ill. 519, 82 N. E. 319; *Buchannan* v. *Anderson*, 70 S. C. 454, 50 S. E. 12. See also 28 HARV. L. REV. 248. The test of consideration is no different from that of ordinary contracts. The question, however, often arises as to what evidence is necessary to establish the contractual relation between the testators. As shown by the principal case direct evidence is unnecessary. The instrument itself presumptively favors this view inasmuch as it has all the earmarks of a contract. And where a husband and wife devise to near of kin, the devise of itself may be sufficiently indicative since the co-testators have an obviously mutual interest in such reciprocal or joint devises. *Frazier* v. *Patterson*, 243 Ill. 80, 90 N. E. 216. See *Bower* v. *Daniel*, 198 Mo. 289, 95 S. W. 347, 359; *Campbell* v. *Dunkel-berger*, 153 N. W. 56, 58 (Ia.). See *contra*, *Ginn* v. *Edmundson*, 173 N. C. 85, 91 S. E. 696.